

JAMES L. DAY (WSBA #20474)
LESLEY BOHLEBER (WSBA #49150)
BUSH KORNFELD LLP
601 UNION STREET, SUITE 5000
SEATTLE, WA 98101
Tel: (206) 292-2110
jday@bskd.com;
lbohleber@bskd.com

HONORABLE WHITMAN L. HOLT
HEARING DATE: February 25, 2025
HEARING TIME: 2:00 p.m.
RESPONSE DUE: At Time of Hearing
LOCATION: Telephonic

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re

AMITY COURT LLC,

Debtor.

Chapter 11

Case No. 25-00240-WLH

**DEBTOR'S EMERGENCY MOTION
FOR ORDER APPROVING ADEQUATE
ASSURANCE TO UTILITIES**

Amity Court LLC (the "Debtor"), the debtor and debtor-in-possession in the above-captioned involuntary chapter 11 bankruptcy case (the "Chapter 11 Case"), hereby moves the Court (the "Motion") on an emergency basis, pursuant to sections 105(a) and 366 of Title 11 of the United States Code (the "Bankruptcy Code"), for an order approving its proposed adequate assurance to the utility providers (each, a "Utility Provider," and collectively, the "Utility Providers") listed on the Utility Service List ("Utility Service List") attached hereto as **Exhibit A**. This Motion is based on the record and files herein and upon the declaration of Stanley Xu (the "Xu Declaration") in support of First Day Motions.

I. BACKGROUND

The Debtor commenced this Chapter 11 case on February 11, 2025 (the "Petition Date"). The Debtor seeks to operate its business and manage its operations as debtor-in-

1 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee,
2 examiner, or committee of unsecured creditors has been appointed to serve in this
3 reorganization case. A detailed discussion of the Debtor's business operations and
4 events leading up to this Chapter 11 Case is set forth in the Xu Declaration.

5 Prior to the Petition Date, the Utility Providers provided utility services to the
6 Debtor as indicated on Exhibit A. *Xu Decl.* These services are crucial to the Debtor's
7 continued operations and the Debtor will likely suffer irreparable harm if the relief
8 requested herein is not granted. *Id.* The Debtor fully intends to timely pay all
9 postpetition obligations owed to the Utility Providers. *Id.*

10 II. RELIEF REQUESTED AND LEGAL AUTHORITY

11 As adequate assurance of future payment pursuant to Bankruptcy Code § 366,
12 the Debtor proposes to establish and fund an account (the "Utility Account") in the
13 amount of \$1,530.64 (the "Proposed Adequate Assurance"). The Proposed Adequate
14 Assurance is equal to approximately two weeks of service from all of the Debtor's
15 Utility Providers set forth on Exhibit A. The Utility Account will serve as a cash
16 security deposit to provide the Utility Providers adequate assurance of payment for
17 utility services provided to the Debtor after the Petition Date.

18 To the extent the Debtor fails to timely pay a Utility Provider for postpetition
19 services, such Utility Provider may submit a payment request to the Debtor, certifying
20 that the Debtor failed to pay for postpetition services and that such amounts are still
21 outstanding. The Debtor shall pay the outstanding amount within seven (7) business
22 days following receipt of the payment request, subject to the Debtor's right to contest
23 the payment request in this Court or any other court with jurisdiction.

1 Payments from the Utility Account shall be made in the order that the Debtors
2 receive requests and the Debtors shall ensure that the Utility Account is replenished
3 such that it remains at \$1,530.64 or such greater amount to which the Debtors may
4 agree or the Court may otherwise require.

5 Bankruptcy Code § 366(c)(1)(A) provides in relevant part that “the term
6 ‘assurance of payment’ means . . . (i) a cash deposit.” Based upon the timing
7 constraints of Bankruptcy Code § 366(b), the Debtor requests that the Court approve
8 the Proposed Adequate Assurance on an interim basis subject to the following
9 conditions:

10 1. The Debtor would, within three business days, mail a copy of this Motion
11 and the order entered with respect thereto (the “Interim Utility Order”) to each of the
12 Utility Providers.

13 2. Each Utility Provider would have until March 27, 2025 to submit to the
14 Debtor a written objection indicating that it does not agree to the Proposed Adequate
15 Assurance.

16 3. If such an objection is submitted, the Debtor shall re-note this utilities
17 Motion for hearing on full notice, *provided, however*, that the objecting Utility
18 Provider(s) may not alter, refuse or discontinue service to the Debtor until the Court
19 rules on the re-noted Motion.

20 If any Utility Provider does not provide written objection prior to March 27,
21 2025, the Interim Utility Order will become final as to such Utility Provider.
22
23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

III. CONCLUSION

WHEREFORE, based on the foregoing and such additional reasons as may be set forth at the hearing on this Motion, the Debtor respectfully requests an interim order, in the Proposed Form of Order filed contemporaneously herewith, approving the Proposed Adequate Assurance and authorizing the relief set forth herein.

DATED this 19th day of February, 2025.

BUSH KORNFELD LLP

By /s/ Lesley Bohleber
James L. Day, WSBA #20474
Lesley Bohleber, WSBA #49150
Proposed Attorneys for Amity Court LLC

Exhibit A

Utility Provider	Address	Account Number	Two Week Average	Type of Service
Republic Services	1600 127th Ave NE, Bellevue, WA 98005	3-0172-0145931	\$161.44	Garbage
Puget Sound Energy	PO Box 91269, Bellevue, WA 98009	220027643158	\$1,160.98	Electric
City of Bellevue	PO Box 90011, Bellevue, WA 98009	234332	\$208.22	Water
			\$1,530.64	